

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NATHAN MILLER,	:	
	:	
Plaintiff,	:	
v.	:	
	:	
AMAZON.COM SERVICES, INC., <i>et al.</i>	:	Civil Action No. 2:21-cv-00944
	:	
Defendants.	:	
	:	

**DEFENDANT AMAZON.COM, INC.’S ANSWER AND DEFENSES TO PLAINTIFF’S
FIRST AMENDED COMPLAINT**

COMES NOW, Amazon.com Services, LLC (“Amazon”)¹, by and through undersigned counsel, and hereby answers and asserts affirmative and other defenses to Plaintiff’s Amended Complaint, filed April 9, 2021. (Doc. 23).

AFFIRMATIVE AND OTHER DEFENSES

First Defense: Plaintiff’s Amended Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

Second Defense: Plaintiff’s claims fail, in whole or in part, because even if the allegations were true, Amazon would have made the same employment decisions concerning Plaintiff for legitimate non-discriminatory or non-retaliatory reasons.

Third Defense: Plaintiff’s claims are barred, in whole or in part, by the failure to timely exhaust all necessary administrative, statutory, and/or jurisdictional prerequisites for the commencement of this action.

Fourth Defense: Amazon’s actions were taken in good faith and without malice,

¹ Defendant notes for the record that the case caption in this matter incorrectly identifies Defendant as Amazon.com Services, Inc. Defendant has provided the proper entity name herein and requests the case caption be revised to reflect the correct name.

deliberate indifference, bad faith, or reckless disregard of any of Plaintiff's legal rights.

Fifth Defense: Amazon had legitimate, non-discriminatory, non-retaliatory, non-pretextual reasons for each action taken with regard to Plaintiff during the course of his employment.

Sixth Defense: Plaintiff's claim for wrongful termination in violation of public policy fails, in whole or in part, because he has not adequately identified a specific public policy of the state of Pennsylvania that was violated by his termination.

Seventh Defense: Plaintiff's claims for damages are barred or reduced to the extent he failed to properly mitigate his damages.

Eighth Defense: Plaintiff's claims may be barred, in whole or in part, by the doctrines of waiver, estoppel, unclean hands, or after-acquired evidence.

Ninth Defense: Plaintiff's Amended Complaint fails to plead facts necessary to sustain a claim for punitive damages.

Tenth Defense: The damages claimed by Plaintiff, which damages are denied, were not caused by Amazon's conduct or action, but are the result of Plaintiff's own conduct and are not attributable to Amazon.

Eleventh Defense: Plaintiff's Amended Complaint fails to sufficiently plead the elements of an employment agreement, either written or oral.

Twelfth Defense: Amazon reserves the right to rely upon such other and additional defenses as may become available during discovery in this action and reserves the right to amend its Answer to assert any such defense.

Thirteenth Defense: To the extent a response is required to any unnumbered paragraphs of Plaintiff's Amended Complaint, including, but not limited to, any heading, introductory remarks

or conclusions, wherefore clauses, or prayers for relief, Defendant denies any unnumbered allegations contained in the Amended Complaint.

ANSWER

PARTIES

1. Amazon admits that Plaintiff is an adult male individual who was employed by Amazon.com Services, LLC as a picker at its facility in Carlisle, PA. Except as specifically admitted, Amazon is without sufficient knowledge or information to either admit or deny the allegations in Paragraph 1 of Plaintiff's Amended Complaint.
2. Amazon admits the allegations in Paragraph 2 of Plaintiff's Amended Complaint.
3. Amazon admits that Defendant Quest Diagnostics provides drug testing services for Amazon employees. Except as specifically admitted, Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 3 of Plaintiff's Amended Complaint.
4. Amazon denies the allegations in Paragraph 4 of Plaintiff's Amended Complaint, which call for a legal conclusion.

JURISDICTION AND VENUE

5. Amazon admits the allegations in Paragraph 5 of Amended Plaintiff's Complaint.
6. Amazon admits the allegations in Paragraph 6 of Plaintiff's Amended Complaint.

SUMMARY OF RELEVANT FACTS

7. Amazon admits the allegations in Paragraph 7 of Plaintiff's Amended Complaint.
8. Amazon admits that Plaintiff's position with Amazon was temporary and that seasonal employees, including Plaintiff, are eligible for re-employment after the seasonal position ends. Except as specifically admitted, Amazon denies the allegations in Paragraph 8 of Plaintiff's Complaint.

9. Amazon is without sufficient knowledge or information to admit or deny the

allegations in Paragraph 9 of Plaintiff's Amended Complaint.

10. Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 10 of Plaintiff's Amended Complaint.

11. Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 11 of Plaintiff's Amended Complaint.

12. Amazon denies the allegations in Paragraph 12 of Plaintiff's Amended Complaint.

13. Amazon is without sufficient information to admit or deny the allegations in Paragraph 13 of Plaintiff's Amended Complaint.

14. Amazon admits the allegations in Paragraph 14 of Plaintiff's Amended Complaint.

15. Amazon admits that Plaintiff's drug test was administered by Quest Diagnostics at Amazon's Carlisle facility. Amazon further admits that it had an agreement with Quest for Quest to provide drug testing services for Amazon employees. Except as specifically admitted, Amazon denies the allegations in Paragraph 15 of Plaintiff's Amended Complaint.

16. Amazon is without sufficient knowledge to admit or deny the allegations in Paragraph 16 of Plaintiff's Amended Complaint.

17. Amazon is without sufficient knowledge to admit or deny the allegations in Paragraph 17 of Plaintiff's Amended Complaint.

18. Amazon is without sufficient information to admit or deny the allegations in Paragraph 18 of Plaintiff's Amended Complaint.

19. Amazon is without sufficient knowledge or information to admit or deny that Plaintiff was licensed to use medical marijuana, therefore, Amazon denies the allegations in Paragraph 19 of Plaintiff's Amended Complaint.

20. Amazon denies the allegations in Paragraph 20 of Plaintiff's Amended Complaint.

21. Amazon admits the allegations in Paragraph 21 of Plaintiff's Amended Complaint.
 22. Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 22 of Plaintiff's Amended Complaint, and therefore denies.
 23. Amazon denies the allegations in Paragraph 23 of Plaintiff's Amended Complaint.
 24. Amazon admits the allegations in Paragraph 24 of Plaintiff's Amended Complaint.
 25. Amazon denies the allegations in Paragraph 25 of Plaintiff's Amended Complaint.
 26. Amazon admits the allegations in Paragraph 26 of Plaintiff's Amended Complaint.
 27. Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 27 of Plaintiff's Amended Complaint.
 28. Amazon is without sufficient knowledge or information to admit or deny the allegations in Paragraph 28 of Plaintiff's Amended Complaint.
 29. Amazon denies the allegations in Paragraph 29 of Plaintiff's Amended Complaint.
 30. Amazon denies the allegations in Paragraph 30 of Plaintiff's Amended Complaint.
 31. Amazon denies the allegations in Paragraph 31 of Plaintiff's Amended Complaint.
 32. Amazon denies the allegations in Paragraph 32 of Plaintiff's Amended Complaint.
- ADMINISTRATIVE INVESTIGATION**
33. Amazon admits the allegations in Paragraph 33 of Plaintiff's Amended Complaint.
 34. Amazon admits the allegations in Paragraph 34 of Plaintiff's Amended Complaint.
 35. Amazon admits the allegations in Paragraph 35 of Plaintiff's Amended Complaint.
 36. Amazon admits that Plaintiff's termination was effective as of July 22, 2020. With regard to the remaining allegations in Paragraph 36 of Plaintiff's Amended Complaint, Amazon is without sufficient knowledge or information to either admit or deny what, if any, documents Plaintiff may have.

37. Amazon denies the allegations in Paragraph 37 of Plaintiff's Amended Complaint.

COUNT ONE
WRONGFUL TERMINATION-REFUSAL TO HIRE
VIOLATION OF THE MEDICAL MARIJUANA ACT
PENNSYLVANIA'S MEDICAL MARIJUANA ACT, 35 P.S. § 10231.2103(b)
PLAINTIFF V. DEFENDANT AMAZON

38. Amazon incorporates by reference all preceding paragraphs as if fully set forth herein.

39. Amazon admits the allegations in Paragraph 39 of Plaintiff's Amended Complaint.

40. Amazon denies the allegations in Paragraph 40 of Plaintiff's Amended Complaint.

41. Amazon denies the allegations in Paragraph 41 of Plaintiff's Amended Complaint as they state a legal conclusion.

42. Amazon denies the allegations in Paragraph 42 of Plaintiff's Amended Complaint.

43. Amazon denies the allegations in Paragraph 43 of Plaintiff's Amended Complaint.

44. Amazon denies the allegations in Paragraph 44 of Plaintiff's Amended Complaint.

45. Amazon denies the allegations in Paragraph 45 of Plaintiff's Amended Complaint.

46. Amazon denies the allegations in Paragraph 46 of Plaintiff's Amended Complaint.

47. Amazon denies the allegations in Paragraph 47 of Plaintiff's Amended Complaint.

48. Amazon denies the allegations in Paragraph 48 of Plaintiff's Amended Complaint.

49. Amazon denies the allegations in Paragraph 49 of Plaintiff's Amended Complaint.

50. Amazon denies the allegations in Paragraph 50 of Plaintiff's Amended Complaint.

51. Amazon denies the allegations in Paragraph 51 of Plaintiff's Amended Complaint.

COUNT TWO
WRONGFUL TERMINATION-REFUSAL TO HIRE
BREACH OF CONTRACT/BREACH OF IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING
PLAINTIFF V. DEFENDANT AMAZON

52. Amazon incorporates by reference the preceding Paragraphs as if fully set forth

herein.

53. Amazon denies the allegations in Paragraph 53 of Plaintiff's Amended Complaint.
54. Amazon denies the allegations in Paragraph 54 of Plaintiff's Amended Complaint.
55. Amazon denies the allegations in Paragraph 55 of Plaintiff's Amended Complaint.

COUNT THREE
WRONGFUL TERMINATION-REFUSAL TO HIRE
VIOLATION OF PUBLIC POLICY
PENNSYLVANIA'S MEDICAL MARIJUANA ACT, 35 P.S. § 10231.2103(b)
PLAINTIFF V. DEFENDANT AMAZON

56. Amazon incorporates by reference the preceding Paragraphs as if fully set forth herein.

57. Amazon denies the allegations in Paragraph 57 of Plaintiff's Amended Complaint as they state a legal conclusion.

58. Amazon denies the allegations in Paragraph 58 of Plaintiff's Amended Complaint as they state a legal conclusion.

59. Amazon denies the allegations in Paragraph 59 of Plaintiff's Amended Complaint as they state a legal conclusion.

60. Amazon denies the allegations in Paragraph 60 of Plaintiff's Amended Complaint.

61. Amazon denies the allegations in Paragraph 61 of Plaintiff's Amended Complaint.

All remaining allegations in Plaintiff's Complaint (Paragraphs 62-80) are made against Defendant Quest Diagnostics only, and *not* Amazon. To the extent any of the remaining allegations require a response by Amazon, Amazon denies such allegations.

June 25, 2021

Respectfully submitted,

/s/ Eric L. Barnum
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded to all counsel of record on this 25th day of June, 2021, via the Court's ECF system.

/s/ Eric L. Barnum
Eric L. Barnum